

## CONTRACTOR RESPONSIBILITIES AND REIMBURSEMENT

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### 1.0. CONTRACTOR RECEIPT AND CONTROL OF CLAIMS

1.1. The contractor may choose to establish a dedicated post office box to receive claims related to the TRICARE Prime Remote Program. This dedicated post office box, if established, may also be the one used for handling Supplemental Health Care Program claims described in Chapters 21 and 22.

1.2. The contractor shall follow appropriate Supplemental Health Care Program requirements for claims received for medical care furnished to ADSMs not enrolled in the TRICARE Prime Remote Program.

### 2.0. CLAIMS PROCESSING

#### 2.1. Jurisdiction

2.1.1. The contractor shall apply TRICARE Prime Program claims processing procedures to claims for TPR-enrollees unless otherwise specified in this chapter (refer to Chapter 20, Section 1 for some of the differences).

2.1.2. The contractor shall process inpatient and outpatient medical claims for health care services provided worldwide to the contractor's TRICARE Prime Remote enrollees.

2.1.3. The contractor shall forward claims for ADSMs enrolled in TRICARE Prime Remote in other regions to the contractors for the regions in which the members are enrolled according to provisions in Chapter 8, Section 3.

2.1.4. The contractor shall handle claims received for ADSMs who receive care in their regions, but who are not enrolled in TRICARE Prime Remote, according to the instructions in Chapters 14 and 21.

2.1.5. The contractor shall forward ADSM dental (including adjunctive dental) claims and inquiries to the appropriate Service Point of Contact (SPOC) (see Chapter 20, Addendum B).

#### 2.2. Claims Processing Exceptions

2.2.1. The TRICARE Prime Remote Program does not have a Point of Service (POS) option; therefore, POS claims processing provisions do not apply. Refer to Chapter 20, Section 2, paragraph 5.3.2. for information on self-referred care.

**2.2.2.** ADSMs have no cost-share or deductible amounts, no copayments, and no out-of-pocket expenses for approved care.

**2.2.3.** Nonavailability Statement requirements do not apply.

### **2.3. Claim Authorization**

Refer to [Chapter 20, Section 2, paragraph 5.0.](#) for claim authorization guidelines.

## **3.0. CLAIM REIMBURSEMENT**

**3.1.** For network providers, the contractor shall pay TRICARE Prime Remote medical claims at the CHAMPUS allowable charge or at a lower negotiated rate.

**3.2.** Contractors shall follow the requirements in [Chapter 7, Section 2, paragraph 2.3.4.](#) and *TRICARE Reimbursement Manual, Chapter 3, Section 1*, for claims for TPR enrollees receiving care from non-participating providers.

**3.3.** Contractors shall not apply deductible, cost-sharing, or copayment amounts to ADSM claims.

**3.4.** If a non-participating provider requires a TPR enrollee to make an “up front” payment for health care services, in order for the enrollee to be reimbursed, the enrollee will need to submit a claim to the contractor with proof of payment and an explanation of the circumstances. The contractor shall process the claim according to the provisions in this chapter. If the claim is payable without SPOC review the contractor shall allow the billed amount and reimburse the enrollee for the charges on the claim. If the claim requires SPOC review the contractor shall pend the claim to the SPOC for determination. If the SPOC authorizes the care the contractor shall allow the billed amount and reimburse the enrollee for charges on the claim. After processing the claim, the contractor shall initiate recoupment action from the non-participating provider for any amount above the maximum allowed by law.

**3.5.** If the contractor becomes aware that a civilian provider is trying to collect “balance billing” amounts from a TPR enrollee or has initiated collection action for emergency or authorized care, the contractor shall follow contract procedures for notifying the provider that balance billing is prohibited. If the contractor is unable to resolve the situation under normal contract provisions, the contractor shall pend the file and forward the issue to the SPOC for determination. The SPOC will issue an authorization to the contractor for payments in excess of the applicable TRICARE payment ceilings provided the SPOC has requested and has been granted a waiver from the Chief Operating Officer (COO), TRICARE Management Activity, or designee.

**3.6.** Pending development and implementation of recently enacted legislative authority to waive CMACs under TRICARE, the following interim procedures shall be followed when necessary to assure adequate availability of health care to ADSMs under TPR. If required services are not available from a network or participating provider within the medically appropriate time frame, the contractor shall arrange for care with a non-participating provider subject to the normal reimbursement rules. The contractor initially shall make every effort to obtain the provider’s agreement to accept, as payment in full, a rate within the 100%

of CMAC limitation. If this is not feasible, the contractor shall make every effort to obtain the provider's agreement to accept, as payment in full, a rate between 100% and 115% of CMAC. If the latter is not feasible, the contractor shall determine the lowest acceptable rate that the provider will accept. The contractor shall then request a waiver of CMAC limitation from the Lead Agent, as the designee of the Chief Operating Officer (COO), TRICARE Management Activity (TMA), before patient referral is made to ensure that the patient does not bear any out-of-pocket expense. The waiver request shall include the patient name, TPR location, services requested (CPT-4 codes), CMAC rate, billed charge, and anticipated negotiated rate. The contractor must obtain approval from the Lead Agent before the negotiation can be concluded. The contractors shall ensure that the approved payment is annotated in the authorization/claims processing system, and that payment is issued directly to the provider, unless there is information presented that the ADSM has personally paid the provider.

#### **4.0. THIRD PARTY LIABILITY (TPL)**

Third party liability (TPL) processing requirements ([Chapter 11](#)) apply to all claims covered by this chapter. However, the contractor shall not delay adjudication action on a claim while awaiting completion of the TPL questionnaire and compilation of documentation. Instead, the contractor shall process the claim(s) to completion. When the contractor receives a completed TPL questionnaire and/or other related documentation, the contractor shall forward the documentation as directed in [Chapter 11](#).

#### **5.0. END OF PROCESSING**

The contractor shall issue Explanations of Benefits (EOBs) and provider summary vouchers for TRICARE Prime Remote claims according to TRICARE Prime claims processing procedures.

#### **6.0. HCSR VOUCHER SUBMITTAL**

The contractor shall report the TRICARE Prime Remote Program claims on separate vouchers according to [ADP Manual, Chapter 2, Section 3](#). The HCSR data for each claim must reflect the appropriate data element values. To distinguish a TPR Program voucher from a voucher for other TRICARE claims, the contractor shall utilize the specific Voucher Branch of Service codes mandated in the ADP manual for use in reporting such claims. the contractor shall be reimbursed via the Letter of Credit methodology on a "not-at-risk" basis according to the provisions of [Chapter 3](#) for the health care costs incurred for each TPR Program claim processed to completion, upon acceptance of the vouchers by TMA.

#### **7.0. PAYMENT TO THE CONTRACTOR**

The contractor shall follow the Letter of Credit procedures in [Chapter 3](#), for TPR claims.

#### **8.0. AUDITS AND INSPECTION OF THE CONTRACTOR'S RECORDS**

**8.1.** The contractor's records and performance shall be subject to periodic inspection at the discretion of the TMA and/or any of the Service Project Officers. Such inspections shall be conducted either at TMA or at the contractor's facility in accordance with the provisions

described in [Chapter 15, Section 1](#). The Service Project Officers will coordinate with TMA any audit or inspection of the contractor's records.

**8.2.** TRICARE Prime Remote Program claims shall not be included in the TMA quarterly claims audit.

## **9.0. STANDARDS**

All TRICARE Program claims processing standards apply to TRICARE Prime Remote claims.